EVIDENCE—PRIVILEGED COMMUNICATIONS—HENDERSHOTT v. W. U. TEL. CO., 76 N. W. (Ia.) 828.—A veterinary surgeon, who had attended plaintiff's horse, was asked what plaintiff said as to the doctor's visiting the horse, and the report that had been received from the keeper as to the condition of the horse. Plaintiff objected to the questions, and his objection was sustained on the ground that it was a disclosure of professional communications, contrary to Code of 1873, Sec. 3643. *Held*, error: The privilege does not extend to veterinary surgeons called to treat animals.

INNKEEPERS—LIENS—GOODS OF THIRD PERSON—CONSTITUTIONAL LAW—MCCLAIN v. WILLIAMS, 76 N. W. 930 (So. Dak.).—Where the statute, Laws, 1893, c. 102, provides that innkeepers shall be liable for all losses or injuries to personal property placed by guests in their care, and shall have a lien thereon for their charges; that baggage and other property "belonging" to any person who absconds, after obtaining board without paying his bill, may be disposed of by the innkeeper after thirty days. Court *held*, that the common law rule was thereby changed, so as to deprive an innkeeper of his lien on goods of a third person brought to the inn by a guest and left there. Court also *held*, that a statute creating a lien on the goods of a third person under such circumstances would be in violation of the Constitution, which prohibits the taking of property from any person against his consent, express or implied, except by due process of law.

INSURANCE—CONSTRUCTION OF POLICY—DEATH FROM POISON—MCGLOTHER v. PROVIDENT MUTUAL ACC. CO. OF PHILADELHIA, 89 Fed. 685.—An accident insurance policy excepted from the risk "death from poison." *Held*, that the exception covered poison taken under the supposition that it was harmless medicine. Thayer, Circuit Judge, dissenting, on the ground that the exception covered only deaths accidentally resulting from a knowing taking of poison.

INSURANCE—MORTGAGEE CLAUSE—CONSTRUCTION OF CONDITIONS—QUEEN INSURANCE CO. v. DEARBORN SAVINGS, LOAN AND BUILDING ASSOCIATION, 51 N. E. Rep. 717. (Ill.).—An insurance policy contained a clause limiting the time within which proof of loss must be made and action brought. *Held*, that these provisions applied only to the insured and not to the mortgagee, when there was a mortgagee clause attached providing that "if, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee, * * * the conditions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached or appended thereto.

LIBEL—SUFFICIENCY OF PUBLICATION—OWEN v. OGILVIE PUB. CO., 53 N. Y. Sup. 1033.—A general manager of a corporation dictated a libelous letter to a stenographer in the employ of the corporation. The letter was then copied and mailed. *Held*, such did not constitute a "publication." The dictating, copying and mailing constituted but one act and by but one person, the corporation.

MUNICIPAL CORPORATIONS—USE OF STREETS—WHEEL TAX—DOUBLE TAXATION—UNIFORMITY—CITY OF CHICAGO v. COLLINS, 51 N. E. Rep. (Ill.) 907.—An ordinance of the city of Chicago provided that all vehicles used upon the streets of the city, including those for private use, for pleasure, etc., should pay an annual license fee. The ordinance covered bicycles and all other